



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

May 12, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF COOPERATIVE AGREEMENT #08-0758 WITH
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE FOR
DETECTION OF EXOTIC INSECT PESTS IN LOS ANGELES COUNTY
AND
GLASSY-WINGED SHARPSHOOTER/PIERCE'S DISEASE CONTROL PROGRAM
(ALL DISTRICT) (3-VOTES)**

SUBJECT

This agreement is essential to maintaining a critical exotic pest detection program to place, rotate placement, and service over 26,000 traps to detect and prevent the establishment of Mediterranean, Oriental, and Mexican Fruit Fly and other exotic pests in Los Angeles County, and to survey, inspect, and/or treat to prevent the artificial spread of Pierce's Disease through the movement of Glassy-winged Sharpshooter (GWSS), the vector of the disease.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures, on behalf of the Chairman, to sign the attached agreement in the amount of \$10,193,783.72 with the California Department of Food and Agriculture (CDFA) effective July 1, 2008 through June 30, 2010.
 - a. To continue detection trapping of fruit flies and other exotic pests.
 - b. To continue the Glassy-winged Sharpshooter/Pierce's Disease (GWSS/PD) Control Program.
2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the original contract agreement in an amount not to exceed 10 percent of the original contract, subject to review and approval by County Counsel and the Chief Executive Office and notification to Board Offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the above actions is to enable the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM) to (a) maintain a critical insect trapping program to place, service, and relocate over 26,000 traps to detect and prevent the establishment of exotic fruit flies and other exotic pests in Los Angeles County, and (b) to survey, inspect, and/or treat to prevent the artificial spread of Pierce's Disease through the movement of Glassy-winged Sharpshooter (GWSS), the vector of the disease.

Los Angeles County is unique due to its large size and the vast amount of agricultural commodities imported and exported through its numerous pathways. Its international airport, seaports, and high volume of trucks and cargo provide potential entry of exotic pests from many foreign countries. Additionally, the mild climate and mobile human population greatly increase the year-round potential for pests or disease infestations. Therefore, the Exotic Pest Detection Program plays a critical role in facilitating immediate response to eradicate a pest before it spreads, becomes established, and damages local and statewide agriculture.

The Glassy-winged Sharpshooter/Pest Detection Control Program provides inspection and certification services to plant growing nurseries, the County's number one agricultural industry. The program provides for the inspection of all nursery stock destined for regulating counties. Wine-grape growers in the County require inspection certification to move bulk grape shipments to counties not infested with GWSS.

The emergency nature of exotic pest infestations and the need to quickly respond to certain insect finds may necessitate that the Agricultural Commissioner/Director of Weights and Measures sign and execute amendments to fund additional work that may be required for the programs described in this agreement. Therefore, we request that the Board delegate authority to the Agricultural Commissioner/Director of Weights and Measures to sign amendments to the contract not to exceed 10 percent of the amount of the contract subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.

Implementation of Strategic Plan Goals:

This agreement supports the Countywide Strategic Plan Goal 3: Organizational Effectiveness.

Service is enhanced to the County's residents through locally administered programs as part of a statewide program to prevent the establishment and/or spread of harmful exotic insect pests and diseases before they create economic harm to the public.

FISCAL IMPACT/FINANCING:

Under this agreement, CDFA will provide funding in the amount of \$10,193,783.72 for direct and indirect expenses to the County for two years of operations. The total contractual amount is distributed between the two programs as follows:

Glassy-winged Sharpshooter/Pierce's Disease Control Program	\$2,519,203.72
Exotic Pest Detection Program	\$7,674,580.00

The total cost of the GWSS/PD Program is \$3,289,532 of which \$683,000 is net County Cost (NCC).

The total cost of the Exotic Pest Detection Program is \$12,660,000 of which \$4,285,000 is NCC. Net County costs are due to the State's limitations on cost recovery for overhead expenses. Funding is included in the Department's fiscal year 2008/09 Adopted Budget and in its 2009/10 Proposed Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

This contract is for the period July 1, 2008, through June 30, 2010. The contract has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES:

The recommended Board action will support the program services for the entirety of Fiscal Years 2008-2009 and 2009-2010.

CONCLUSION:

Upon approval, it is requested that the Executive Office/Clerk of the Board return to ACWM the original standard agreement #08-0758 and the minute order authorizing the Commissioner to sign. The ACWM will forward copies of the documents to the CDFA Contracts Office.

Respectfully submitted,



Kurt E. Floren
Agricultural Commissioner
Director of Weights & Measures

KEF:RKL:MMA:JW:el

Attachment

c: Executive Office/Clerk of Board
County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 10/05)

AGREEMENT NUMBER
08-0758
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE
CONTRACTOR'S NAME
COUNTY OF LOS ANGELES
2. The term of this Agreement is: July 1, 2008 Through June 30, 2010
3. The maximum amount of this Agreement is: \$10,193,783.72
Ten Million One Hundred Ninety-three Thousand Seven Hundred Eighty-three Dollars and Seventy-two Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work 1 Page(s)
Attachment 1 - 2008-09/09-10 PDCP Workplan (13 pages)
Attachment 2 - 2008-09/09-10 Insect Pest Detection Trapping (5 pgs)

Exhibit B - Budget Detail and Payment Provision 1 Page(s)
Attachment 1 - 2008/09 GWSS Budget (1 page)
Attachment 2 - 2008/09 Trapping Budget (2 pages)
Attachment 3 - 2009/10 GWSS Budget (1 page)
Attachment 4 - 2009/10 Trapping Budget (2 pages)

Exhibit C - General Terms and Conditions - GTC 307 3 Pages
Check mark one item below as Exhibit D:
☒ Exhibit D-Special Terms and Conditions 1 Page(s)
(Attached hereto as part of this Agreement)
☐ Exhibit D*-Special Terms and Conditions

5. Name of Program: Pierce's Disease Control Program (PDCP) & Pest Detection/Emergency Projects (PD/EP)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF LOS ANGELES		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
1230 Lower Azusa Road, Arcadia, CA 91005		
STATE OF CALIFORNIA		
AGENCY NAME		
DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
JANICE L. PRICE, CONTRACTS MANAGER		
ADDRESS		
1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

☐ Exempt per:

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The County shall provide the Pierce's Disease Control Program (PDCP) services for the survey, inspection, and/or treatment of the glassy-winged sharpshooter and for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and the economy of California in accordance with the Scope of Work and the County Workplans.

County shall provide the Pest Detection/Emergency Projects (PD/EP) services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to economy in California. Those insect pests may include but are not limited to Mediterranean fruit fly, Mexican fruit fly, oriental fruit fly, melon fly, gypsy moth, Japanese beetle, and other invasive exotic pests. This Agreement include delimitation work associated with the detection of one or more life stages of the above target pests in a county.

Services shall be performed in and throughout the **COUNTY OF LOS ANGELES**.

AB 1896 is hereby incorporated by reference, and a Contractor's failure to comply shall be deemed a failure of consideration.

2. The program contract managers for this Agreement are:

FOR THE COUNTY

Name: Kurt Floren
Section/Unit: County Agricultural Commissioner
Address: 1230 Lower Azusa Road Arcadia, CA 91005
Phone: 626-575-5451
Fax: 626-350-3242

FOR THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

PIERCE'S DISEASE CONTROL PROGRAM	PEST DETECTION/EMERGENCY PROJECTS
Name: Susan Ichiho	Name: Joanne Shimada
Section/Unit: Pierce's Disease Control Program	Section/Unit: Pest Detection/ Emergency Projects
Address: 1220 N Street, Room 325 Sacramento, CA 95814	Address: 1220 N Street, Room A-330 Sacramento, CA 95814
Phone: 916-651-0271	Phone: 916-654-1211
Fax: 916-651-0275	Fax: 916-654-0555

The County will be reimbursed for the following programs:

PIERCE'S DISEASE CONTROL PROGRAM - \$2,519,203.72

PEST DETECTION/EMERGENCY PROJECTS - \$7,674,580.00

TOTAL FOR BOTH PROGRAMS - \$ 10,193,783.72

3. See Attachments to this Scope of Work for a detailed description of work to be performed and duties of all parties.

**County of Los Angeles
Department of Agricultural Commissioner/
Weights and Measures**

PIERCE'S DISEASE CONTROL PROGRAM

2008-09/2009-10 WORKPLAN

LOS ANGELES COUNTY

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Item

- A. Minute Order (or Board Resolution) of Board of Supervisors Designating Local Public Entity Pursuant to Food and Agricultural Code Section 6046(f)
- B. Local Public Entity's Designated Pierce's Disease Control Program Coordinator and Contact Information
- C. Response/Control Program for Pierce's Disease and Its Vectors
- C-1. Regulation of Commodity Movement
- D. Survey Plan
- E. Enforcement Options and Authorities
- F. Standards and Restrictions
- G. Workplan Assurances
- H. Budget
- I. Local Appeal Process
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PIERCE'S DISEASE CONTROL PROGRAM

**MINUTE ORDER OF BOARD OF SUPERVISORS DESIGNATING LOCAL
PUBLIC ENTITY PURSUANT TO FOOD AND AGRICULTURAL CODE
SECTION 6046(f)**

[Place copy of Minute Order or Board Resolution here]

RECOMMENDED LANGUAGE: The Board of Supervisors of the County of Los Angeles, State of California, does hereby designate the Los Angeles County Agricultural Commissioner to be the local public entity to receive funds allocated by the California Department of Food and Agriculture for local assistance in regard to Pierce's Disease and its vectors.

NOTE: If the Minute Order or Board Resolution cannot be provided with the proposed workplan, include the following statement under Item A:

The Minute Order or Board Resolution will be returned to CDFA with the signed contract.

PIERCE'S DISEASE CONTROL PROGRAM

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE
CONTROL PROGRAM COORDINATOR AND CONTACT
INFORMATION**

PRIMARY CONTACT:

Name: Warren Dias

Address: 11012 S Garfield Ave., South Gate, CA 90280

Phone Number: (562) 622-0423

Fax Number: (562) 861-2828

E-Mail Address: WDias@acwm.lacounty.gov

ALTERNATE CONTACT (IF APPLICABLE)

Name: Maximiliano (Max) Regis

Address: 11012 S. Garfield Ave., #A, South Gate, CA 90280

Phone Number: (562) 622-0430

Fax Number: (562) 861-2828

E-Mail Address: MRegis@acwm.lacounty.gov

**PIERCE'S DISEASE CONTROL PROGRAM
RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS
VECTORS**

LOS ANGELES COUNTY

March 6, 2008

Objective

To know the extent of the infestation and to enforce regulations to prevent the artificial movement of GWSS.

RESPONSIBILITIES

Lead Agency

The Los Angeles County Department of Agriculture (LACACWM) is the lead agency and is designated by the Los Angeles County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the LACACWM, the State PDCP Science Advisory Panel, officials in affected counties, the Los Angeles County PDCP Task Force, and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to Los Angeles County as favorable agents become available.

County Responsibilities

- Act as lead agency for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- Certifying regulated commodities destined to noninfested areas of the state.

ELEMENTS

Public Outreach

The LACACWM will act as lead spokesperson for the PDCP activities within the County. The LACACWM, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

PIERCE'S DISEASE CONTROL PROGRAM

REGULATION OF COMMODITY MOVEMENT

The Los Angeles County Department of Agriculture will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if they wish to deviate from the protocols.

PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

Due to Los Angeles County being generally infested, no general county survey plan will be conducted. Nurseries in Los Angeles County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, or areas under active control, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations [CCR]. These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.
- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].

PIERCE'S DISEASE CONTROL PROGRAM**STANDARDS AND RESTRICTIONS**

This workplan does not include any variations from the standards set by law. If the Los Angeles County Department of Agriculture (LACACWM) and the Los Angeles County PDCP Task Force find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the LACACWM will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

The County of Los Angeles is generally-infested and we do not anticipate conducting any rapid response activities.

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

1. The Los Angeles County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors and workplan involvement through direct mailing, local media, and press releases.
2. The Los Angeles County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The Los Angeles County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors in a manner respectful of property and other rights of those affected.
4. The Los Angeles County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the Los Angeles County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

PIERCE'S DISEASE CONTROL PROGRAM ENVIRONMENTAL COMPLIANCE

A Final Environmental Impact Report¹ (Final EIR) has been prepared and certified for the Pierce's Disease Control Program. This document was prepared to describe and evaluate the potential environmental effects associated with Pierce's Disease Control Program activities, including those conducted by the designated local public entities (counties) under their approved workplans. A court ruling filed December 29, 2005 requires vacating of the certification of the EIR and preparation of additional environmental documents. However, at this time no additional environmental review or documents need be prepared by the counties unless substantial variations are being proposed in the county workplan that would result in new significant environmental effects or a substantial increase in the severity of any previously identified effects.

I have reviewed the county workplan with respect to the Final EIR for the Pierce's Disease Control Program and have determined that:

- ☒ The activities included in the county workplan are sufficiently considered in the Final EIR, and no additional environmental review or documents are needed.
- ☐ The activities included in the county workplan are not sufficiently considered in the Final EIR, and additional environmental review or documents are needed.

¹ State Clearinghouse number 2001032084; certified and filed May 28, 2003.

SCOPE OF WORK (#9)

**CONTRACT SPECIFICATIONS FOR STATE-COUNTY
INSECT PEST DETECTION TRAPPING**

AGENCY RESPONSIBILITY

Section 1

The California Department of Food and Agriculture shall:

- A. Provide all traps, trap parts, and lures.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the FY-Commitment Form (Form 60-221), which is attached hereto and made part of this agreement.
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide.
- E. Provide an annual training program specifically for trapping supervisors in which all counties shall participate.
- F. Provide for the disposal of Dibrom treated wicks according to CA-EPA guidelines.

Section 2

The County Agricultural Commissioner shall:

- A. Submit a completed Trapping Hours/Year Worksheet (Form 60-223, 8/26/08) along with the budget display (work plan) for each fiscal year trapping program. Form 60-223 will be prepared by using the Servicing per Year sheet (Form 66-223A, 8/27/08).
- B. Ensure that all trapping activities conform to the most recent version of CDFA Insect Trapping Guide (ITG). Place and service the specified number of each trap type specified on the FY - Commitment Form.
- C. Ensure that a copy of the ITG shall be kept in each trapper's vehicle for reference.
- D. Ensure that all deployed traps are properly identified with a unique trap number and accurately reflect servicing; baiting and re-baiting dates. The unique trap numbering system will be based upon the six digit California state plane coordinate system as such, six digit state plane grid number, hyphen, quint (aka subgrid) designation, hyphen, two letter trap type and trap number. For example: 032046-N-MF2.

- E. Ensure, for counties that do not have year round programs, that traps are deployed **prior** to the start of the specified trapping season, so that the first servicing of the traps occurs at the start of the trapping season. The traps will be removed at the first servicing after the **conclusion** of the trapping season.
- F. Ensure that Jackson Medfly (Mediterranean) traps, baited with Trimedlure, are serviced every fourteen days from July 1 through June 30 for fiscal years 2008-09 and 2009-10.
- G. Ensure that Medfly traps **piggybacked** with McPhail traps outside of the PRP area are serviced every seven days from July 1 through June 30 for fiscal years 2008-09 and 2009-10.
- H. Ensure that McPhail traps are serviced every seven days from July 1 through June 30 for fiscal years 2008-09 and 2009-10.
- I. Ensure that all ChamP™ traps, baited with ammonium bicarbonate, in **rural** areas will be serviced once each month and relocated at that time from July 1 through June 30 for fiscal years 2008-09 and 2009-10.
- J. Ensure that Jackson Oriental fruit fly traps, baited with methyl eugenol, are serviced every fourteen days from July 1 through June 30 for fiscal years 2008-09 and 2009-10.
- K. Ensure that all Jackson melon fly traps, baited with cuelure, are serviced every fourteen days from July 1 through June 30 for fiscal years 2008-09 and 2009-10.
- L. Ensure that gypsy moth and Japanese beetle traps are serviced every 14 days from July 1 through August 30, and June 1 through June 30 for fiscal years 2008-09 and 2009-10, unless determined otherwise by the CDFA District Entomologist and noted on the FY-Commitment Form (60-221).
- M. Send trapping personnel to training provided by state detection entomologists.
- N. Maintain a Daily Trapping Summary (Form 60-210) for each trapper. This form must be available for review by the district entomologist or the CDFA audits office for three years. To facilitate program audits, the Daily Trapping Summary – whether completed, daily, weekly or monthly – must be signed by the individual who performed the work indicated on that summary. This applies to hand completed or electronic copies.
- O. Complete a monthly Pest Detection Report Number 1 (Form 66-035), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as "removed" and then "added."

- P. Submit invoices within 30 days after the end of each reporting period. Send the monthly invoices, along with the corresponding Report Number 1. Continue to send monthly invoices even if the fiscal year contract funds are depleted.
- Q. Submit the monthly invoice and Report Number 1 to:
- PD/EP
1220 N Street, Room A-330
Sacramento, CA 95814
Attn: Joanne Shimada
- R. Provide one set of trapping records for all traps. This set, in the form of a "Trap Book," shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- S. Maintain an inventory of known fruit fly host sites. The inventory shall be: organized by square mile, contain the address of host property traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory.
- T. Maintain county wall maps with numbered square-miles grids -- according to the California State Plane Coordinate System - depicting the density of all traps deployed.
- U. Allow state detection personnel and/or federal PPQ officers to perform quality control inspections on all county trap lines, including any specified county commitment trap lines.
- V. Allow state detection entomologists and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- W. Counties generating Dibrom treated wicks (i.e., Oriental, melon, peach and guava fruit fly detection traps) shall possess a CAI number issued by the California Environmental Protection Agency.

State of California
 Department of Food and Agriculture
 Plant Health and Pest Prevention Services
 Pest Detection/Emergency Projects

County: Los Angeles
 Fiscal Year: 2008/2009

TRAPPING HOURS/YEAR WORKSHEET

TRAPPING SEASON

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF												
MP												
OF												
ML												
GM												
JB												
CP - rural												
CP - rural res												

☐ weekly servicings ☒ biweekly servicings ☒ monthly servicings

	# of traps	x	serv/year*	=	serv/year/trap
MF	5010	x	26.00	=	130,260
MP	4973	x	52.00	=	258,596
OF	4994	x	26.00	=	129,844
ML	4994	x	26.00	=	129,844
GM	2159	x	8.50	=	18,352
JB	3080	x	8.50	=	26,180
CP - rural		x		=	0
CP - rural res		x		=	0
			Total:		693,076

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For CP - rural res, use the appropriate figure from the Fruit Fly, Bi-weekly column.

TOTAL: 693,076 ÷ 6.87 = 100,884 + 10% = 110,972
 (A) (B) (C) (D)

- A = Servicings/year/trap - calculated electronically.
- B = Average # of traps serviced per hour - figure entered by person completing work sheet.
- C = Hours/year - calculated electronically.
- D = Hours/year plus 10% - calculated electronically.

PEST DETECTION/EMERGENCY PROJECTS

FY 2008 / 2009 COMMITMENT FORM

AGRICULTURAL COMMISSIONER Kurt Floren	COUNTY Los Angeles
DETECTION SPECIALIST Tina Galindo	DATE 9/9/2008

PROGRAM		UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
			UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROP:		(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:		(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:			0	0	0	0	0	0
			0	0	0	0	0	0
			0	0	0	0	0	0
			0	0	0	0	0	0
			0	0	0	0	0	0
TRAPPING			SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY		MF	0	/ 0	5010	/ 5010	5010	/ 5010
McPHAIL TRAP		MP	0	/ 0	4973	/ 4973	4973	/ 4973
CHAMP TRAP - Garden		CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural		CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural Residential		CP	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - ORIENTAL FRUIT FLY		OF	0	/ 0	4994	/ 4994	4994	/ 4994
JACKSON TRAP - MELON FLY		ML	0	/ 0	4994	/ 4994	4994	/ 4994
GYPSY MOTH		GM	0		2159		2159	
JAPANESE BEETLE		JB	480		2600		3080	
MISCELLANEOUS:		Apple Maggot	0		0		0	
		Boll Weevil	0		0		0	
		European Corn Borer	0		0		0	
		European Pine Shoot Moth	0		0		0	
		Khapra Beetle	0		0		0	
			0		0		0	
			0		0		0	
			0		0		0	
		LBAM	0		0		0	
SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:								

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:
http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

**LOS ANGELES COUNTY GLASSY WINGED SHARPSHOOTER CONTRACT
COST ANALYSIS FISCAL YEAR 2008/09**

***PERSONNEL SERVICES**

POSITIONS	# POSITIONS	FTE POSITIONS	EST HOURS	HOURLY RATE	BENEFITS %	O/H %	SALARY	EMPLOYEE BENEFITS	OVERHEAD	TOTALS
INSPECTOR AIDS @	10	7.7	13,583.0	\$ 13.770	22.54%	25.00%	\$187,037.91	\$42,158.34	\$57,299.06	\$286,495.31
SENIOR BIOLOGIST	0	0.2	353.0	\$ 44.960	50.63%	25.00%	\$15,870.88	\$8,035.43	\$5,976.58	\$29,882.89
ACWM INSP II	6	5.0	8,820.0	\$ 34.030	50.63%	25.00%	\$300,144.60	\$151,963.21	\$113,026.95	\$565,134.76
ACWM DEPUTY/SEALER	0.5	0.5	882.0	\$ 51.490	50.63%	25.00%	\$45,414.18	\$22,993.20	\$17,101.85	\$85,509.23
ACWM INSP III	1	1.0	1,764.0	\$ 37.920	50.63%	25.00%	\$66,890.88	\$33,866.85	\$25,189.43	\$125,947.16
INTERMEDIATE TYPIST CLERK	1	1.0	1,764.0	\$ 20.850	50.63%	25.00%	\$36,779.40	\$18,621.41	\$13,850.20	\$69,251.01
TOTALS SAL AND E.B.	18.5	15.4	27,166.0							\$1,162,220.36
SERVS AND SUPPLIES (gloves, cell phones, pagers)										\$3,010.28
**MILEAGE - COUNTY			272,033.0	0.34						\$92,491.22
**MILEAGE - PERMITTEE			4,000.0	0.47						\$1,880.00
GRAND TOTALS								TOTAL EXPENSES		\$1,259,601.86
CONTRACT AMOUNT								CDFA PAYMENTS		\$1,259,601.86

NOTE: PERMANENT PRODUCTIVE WORK HOURS @ 1764

NOTE TEMPORARY PRODUCTIVE WORK HOURS @ 2088

NOTE: TOTALS DO NOT REFLECT TRUE COSTS INCLUDING ACTUAL OH AND S & S

NOTE: L.A. COUNTY ACWM AGREES TO FULLY PERFORM THE TERMS OF
THE AGREEMENT FOR THE CONTRACT AMOUNT

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

***Subject to change due to federal mileage rate change.

Agreement No. 08-0758
Exhibit B
Attachment 1
Page 1 of 1

DM

Los Angeles

COUNTY DEPARTMENT OF AGRICULTURE
FY 2008-09 Pest Detection Trapping Budget

CONFIDENTIAL

rev. 9/10/08

A. PERSONNEL

CLASSIFICATIONS

	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 INSPECTOR AIDS (C)	8.00	626.40	5,011
2 INSPECTOR AIDS (A)	8.00	13,252.50	106,020
3 ACWM INSP II	8.00	220.90	1,767
4 ACWM DEPUTY / SEALER	8.00	220.90	1,767
5 ACWM INSP III	8.00	1,104.40	8,835
6 ACCOUNTING TECH 1	8.00	19.90	159
7 INTERMEDIATE TYPIST CLERK	8.00	110.50	884
8	0.00	0.00	0
9	0.00	0.00	0

1. SALARIES

	HOURLY RATE without Benefits	HOURS	SALARY
1 INSPECTOR AIDS (C)	\$13.55	5011	\$67,899.00
2 INSPECTOR AIDS (A)	\$18.20	106020	\$1,929,564.00
3 ACWM INSP II	\$31.71	1767	\$56,032.00
4 ACWM DEPUTY / SEALER	\$47.99	1767	\$84,798.00
5 ACWM INSP III	\$35.35	8835	\$312,317.00
6 ACCOUNTING TECH 1	\$22.06	159	\$3,508.00
7 INTERMEDIATE TYPIST CLERK	\$19.44	884	\$17,185.00
8	\$1.00	0	\$0.00
9	\$1.00	0	\$0.00

SUBTOTAL: \$2,471,303.00

2. STAFF BENEFITS AND OVERHEAD

	BENEFIT RATE %	SALARY	BENEFIT COST
1 INSPECTOR AIDS (C)	22.5400%	\$67,899.00	\$15,304.00
2 INSPECTOR AIDS (A)	53.9500%	\$1,929,564.00	\$1,041,000.00
3 ACWM INSP II	53.9500%	\$56,032.00	\$30,229.00
4 ACWM DEPUTY / SEALER	53.9500%	\$84,798.00	\$45,749.00
5 ACWM INSP III	53.9500%	\$312,317.00	\$168,495.00
6 ACCOUNTING TECH 1	53.9500%	\$3,508.00	\$1,893.00
7 INTERMEDIATE TYPIST CLERK	53.9500%	\$17,185.00	\$9,271.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00

SUBTOTAL: \$1,311,941.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$2,471,303.00	\$1,311,941.00	\$945,811.00

PERSONNEL COST TOTAL : \$4,729,055.00

gm

B. SUPPLIES (Trapping poles, office supplies, etc.)

\$16,000.00

C. VEHICLE OPERATIONS

COUNTY VEHICLES						
COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST		
85	12	662	\$0.585	\$395,015.00		
STATE VEHICLES						
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST		
0	0	0	\$0.285	\$0.00		
NO. OF LEASED VEHICLES		COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0		0	0	0	\$0.285	\$0.00
VEHICLE COST TOTAL:						\$395,015.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

GRAND TOTAL PROGRAM COST*: \$5,140,070.00

TOTAL CONTRACT AMOUNT (per CDFA): \$3,837,290.00

(COUNTY COMMITMENT TO BE SHOWN ON MONTHLY INVOICE)

*Any variances are due to rounding to the whole dollar.

COMMENTS:

L. A. COUNTY ACWM AGREES TO FULLY PERFORM THE TERMS OF THE AGREEMENT FOR THE CONTRACT AMOUNT. THE WORKPLAN INCLUDES THE FOLLOWING NOTES: PERMANENT PRODUCTIVE WORK HOURS @1767; TEMPORARY PRODUCTIVE WORK HOURS @2088; SUMMER JB/GM 7 INSP AID "C" ITEMS @ 4.5 MONTHS (76 WORK DAYS); THE TOTALS DO NOT REFLECT THE ACTUAL COSTS FOR OVERHEAD AND SERVICE AND SUPPLIES.

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LOS ANGELES COUNTY GLASSY WINGED SHARPSHOOTER CONTRACT
COST ANALYSIS FISCAL YEAR 2009/10

***PERSONNEL SERVICES**

POSITIONS	# POSITIONS	FTE POSITIONS	EST HOURS	HOURLY RATE	BENEFITS %	O/H %	SALARY	EMPLOYEE BENEFITS	OVERHEAD	TOTALS
INSPECTOR AIDS @	10	7.7	13,583.0	\$ 13.770	22.54%	25.00%	\$187,037.91	\$42,158.34	\$57,299.06	\$286,495.31
SENIOR BIOLOGIST	0	0.2	353.0	\$ 44.960	50.63%	25.00%	\$15,870.88	\$8,035.43	\$5,976.58	\$29,882.89
ACWM INSP II	6	5.0	8,820.0	\$ 34.030	50.63%	25.00%	\$300,144.60	\$151,963.21	\$113,026.95	\$565,134.76
ACWM DEPUTY/SEALER	0.5	0.5	882.0	\$ 51.490	50.63%	25.00%	\$45,414.18	\$22,993.20	\$17,101.85	\$85,509.23
ACWM INSP III	1	1.0	1,764.0	\$ 37.920	50.63%	25.00%	\$66,890.88	\$33,866.85	\$25,189.43	\$125,947.16
INTERMEDIATE TYPIST CLERK	1	1.0	1,764.0	\$ 20.850	50.63%	25.00%	\$36,779.40	\$18,621.41	\$13,850.20	\$69,251.01
TOTALS SAL AND E.B.	18.5	15.4	27,166.0							\$1,162,220.36
SERVS AND SUPPLIES (gloves, cell phones, pagers)										\$3,010.28
**MILEAGE - COUNTY			272,033.0	0.34						\$92,491.22
**MILEAGE - PERMITTEE			4,000.0	0.47						\$1,880.00
GRAND TOTALS								TOTAL EXPENSES		\$1,259,601.86
CONTRACT AMOUNT								CDFA PAYMENTS		\$1,259,601.86

NOTE: PERMANENT PRODUCTIVE WORK HOURS @ 1764

NOTE TEMPORARY PRODUCTIVE WORK HOURS @ 2088

NOTE: TOTALS DO NOT REFLECT TRUE COSTS INCLUDING ACTUAL OH AND S & S

NOTE: L.A. COUNTY ACWM AGREES TO FULLY PERFORM THE TERMS OF
THE AGREEMENT FOR THE CONTRACT AMOUNT

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

***Subject to change due to federal mileage rate change.

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Agreement No. 08-0758
 Exhibit B
 Attachment 3
 Page 1 of 1

Los Angeles

COUNTY DEPARTMENT OF AGRICULTURE
 FY 2009-10 Pest Detection Trapping Budget

~~CONFIDENTIAL~~

rev. 9/10/08

A. PERSONNEL

CLASSIFICATIONS

	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 INSPECTOR AIDS (C)	8.00	626.40	5,011
2 INSPECTOR AIDS (A)	8.00	13,262.50	106,020
3 ACWM INSP II	8.00	220.90	1,767
4 ACWM DEPUTY / SEALER	8.00	220.90	1,767
5 ACWM INSP III	8.00	1,104.40	8,835
6 ACCOUNTING TECH 1	8.00	19.90	159
7 INTERMEDIATE TYPIST CLERK	8.00	110.50	884
8	0.00	0.00	0
9	0.00	0.00	0

1. SALARIES

	HOURLY RATE without Benefits	HOURS	SALARY
1 INSPECTOR AIDS (C)	\$13.97	5011	\$70,004.00
2 INSPECTOR AIDS (A)	\$18.74	106020	\$1,986,815.00
3 ACWM INSP II	\$32.66	1767	\$57,710.00
4 ACWM DEPUTY / SEALER	\$49.43	1767	\$87,343.00
5 ACWM INSP III	\$36.40	8835	\$321,594.00
6 ACCOUNTING TECH 1	\$22.71	159	\$3,611.00
7 INTERMEDIATE TYPIST CLERK	\$20.01	884	\$17,689.00
8	\$1.00	0	\$0.00
9	\$1.00	0	\$0.00

SUBTOTAL: \$2,544,766.00

2. STAFF BENEFITS AND OVERHEAD

	BENEFIT RATE %	SALARY	BENEFIT COST
1 INSPECTOR AIDS (C)	22.5400%	\$70,004.00	\$15,779.00
2 INSPECTOR AIDS (A)	53.9500%	\$1,986,815.00	\$1,071,887.00
3 ACWM INSP II	53.9500%	\$57,710.00	\$31,135.00
4 ACWM DEPUTY / SEALER	53.9500%	\$87,343.00	\$47,122.00
5 ACWM INSP III	53.9500%	\$321,594.00	\$173,500.00
6 ACCOUNTING TECH 1	53.9500%	\$3,611.00	\$1,948.00
7 INTERMEDIATE TYPIST CLERK	53.9500%	\$17,689.00	\$9,543.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00

SUBTOTAL: \$1,350,914.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$2,544,766.00	\$1,350,914.00	\$973,920.00

PERSONNEL COST TOTAL : \$4,869,600.00

gm

B. SUPPLIES (Trapping poles, office supplies, etc.)

\$16,000.00

C. VEHICLE OPERATIONS

COUNTY VEHICLES		NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
85		12	662	\$0.585	\$395,015.00
STATE VEHICLES		NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0		0	0	\$0.285	\$0.00
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	0	\$0.285	\$0.00
VEHICLE COST TOTAL:					\$395,015.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be used.

GRAND TOTAL PROGRAM COST*: \$5,280,615.00

TOTAL CONTRACT AMOUNT (per CDFA): \$3,837,290.00

(COUNTY COMMITMENT TO BE SHOWN ON MONTHLY INVOICE)

*Any variances are due to rounding to the whole dollar.

COMMENTS:

L. A. COUNTY ACWM AGREES TO FULLY PERFORM THE TERMS OF THE AGREEMENT FOR THE CONTRACT AMOUNT. THE WORKPLAN INCLUDES THE FOLLOWING NOTES: PERMANENT PRODUCTIVE WORK HOURS @1767; TEMPORARY PRODUCTIVE WORK HOURS @2088; SUMMER JB/GM 7 INSP AID "C" ITEMS @ 4.5 MONTHS (76 WORK DAYS); THE TOTALS DO NOT REFLECT THE ACTUAL COSTS FOR OVERHEAD AND SERVICE AND SUPPLIES.

gms

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body; the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D
(County Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. Potential Subcontractors

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Right To Terminate

The State reserves the right to terminate this Agreement without cause subject to 30 days written notice to the Contractor. However, this Agreement can be immediately terminated by the State for cause.

Contractor may terminate this Agreement for cause and be relieved of any further obligations subject to a 60-day written notice to the State, only if contractor can no longer perform its responsibilities or if the State fails to perform its responsibilities as provided herein. Upon such termination, the State shall be relieved of any further payments and this Agreement shall be cancelled.